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**CERTIFICATE OF FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND THE  
SECOND AMENDMENT TO THE BYLAWS FOR COUNTRY GREENS AT  
WESTCHESTER HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Country Greens at Westchester Homeowners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and Bylaws originally recorded at Official Records Book 5476 Page 951, et. seq. of the Public Records of Palm Beach County, Florida of the Public Records of Palm Beach County, Florida amended with such first amendment recorded at Official Records Book 10398 Page 395, et. seq., of the Public Records of Palm Beach County, Florida amended with such second amendment recorded at Official Records Book 12889 Page 1860, et. seq., of the Public Records of Palm Beach County, Florida and further amended with such third amendment recorded at Official Records Book 26017 Page 726 of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Country Greens at Westchester Homeowners Association, Inc., a Florida not-for-profit corporation, held on May 22, 2018, the Board confirmed the requisite membership vote was obtained via written consent to further amend the aforementioned Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and Bylaws and thereafter that all other requirements to amend the aforesaid Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and Bylaws were fulfilled, and

**NOW THEREFORE**, the undersigned hereby certify that the following **FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND THE SECOND AMENDMENT TO THE BYLAWS FOR COUNTRY GREENS AT WESTCHESTER HOMEOWNERS ASSOCIATION, INC.** are a true and correct copy adopted by the membership at the above-referenced meeting.

**SEE ATTACHED**

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS AND THE SECOND AMENDMENT TO THE  
BYLAWS FOR COUNTRY GREENS AT WESTCHESTER HOMEOWNERS  
ASSOCIATION, INC.**

.....  
[signatures, witnesses and notary on following page]

WITNESS my signature hereto this 29<sup>th</sup> day of May, 2018.

COUNTRY GREENS AT WESTCHESTER  
HOMEOWNERS ASSOCIATION, INC.

By: x Bob Freedman  
Bob Freedman, President

[Signature]  
Signature

Scott Wortman  
(PRINT NAME)

[Signature]  
Signature

Lisa Powell  
(PRINT NAME)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2018, by Bob Freedman, as President of Country Greens at Westchester Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced \_\_\_\_\_ as identification and did take an oath.

[Signature] (Signature)

Scott Wortman (Print Name)



[Signature]  
Notary Public, State of Florida

**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND THE  
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WESTCHESTER HOMEOWNERS ASSOCIATION, INC.**

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WHEREAS, the Association, through a vote of its members, desires to further amend said Declaration of Restrictions, Covenants and Easements for Country Greens at Westchester Homeowners Association, Inc. and any amendments related thereto as well as the Bylaws in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article XV Section 5 of the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and Article XII of the Bylaws hereby further amends the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and the Bylaws, and any existing amendments related there as follows:

The Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. (hereinafter collectively referred to as the "Declaration") shall be further amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Declaration, the Bylaws, or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

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**Fourth Amendment to the Declaration of Covenants, Restrictions and Easements and Second Amendment to the Bylaws**

Fourth Amendment to the Declaration of Covenants, Restrictions and Easements

**Item 1:**

**RECITALS**

A. Notwithstanding anything to the contrary contained in the Declaration, any and all references, statements involving language bestowing rights or obligations for, on, or to the benefit of the Developer, or any derivation thereof is hereby deleted to the extent not specifically deleted by reference herein and is of no force or effect.

B. All references to Florida law are hereby updated and amended to include Florida's Homeowners Association Act Fla. Stat. §720, et. seq; and

C. It is the intention of the Association to be a "fifty-five (55) and over" community and to comply with any and all requirements of the Federal Fair Housing Act as pertaining to the "fifty-five (55) and over" exemption along with any and all Housing and Urban Development regulations related thereto.

**Item 2:** Intentionally Deleted.

**Item 3:** ARTICLE II Section 1(e). The right of the Association to suspend an Owner's voting rights and his or her right to use the Common Properties (except means of ingress and egress) for any period during which any Assessment against his Unit remains unpaid and delinquent; and the right of the Association to suspend such rights for a period not to exceed ~~thirty (30) days~~ for any single infraction of the published rules and regulations of this Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board of Directors of the Association after Notice and Hearing and proper and adequate fine/violation committee related procedures in accordance with Florida law.

**Item 4:** ARTICLE II Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Declaration, the right of enjoyment to the Common Properties and facilities to the members of his family, or to his approved tenants who reside in his Unit, subject to reasonable regulations which may be from time to time imposed by the Board. Notwithstanding anything to the contrary, guests and members' of an Owners family's right to occupy a Unit shall be governed by ARTICLE X, Section 12 entitled USE RESTRICTIONS Other Occupancy.

**Item 5:** ARTICLE X USE RESTRICTIONS. Section 11. Rental Restrictions. Any Unit acquired after the effective date of this amendment shall not be rented/leased for the first twenty-four (24) months of ownership, measured from the recording date of the most recent deed or other instrument conveying any interest in the Unit, except in the following

circumstances: i) where title was conveyed by a current Owner to a trust for estate or tax planning purposes, as determined by the Association, and the Owner is the trustee or beneficiary to an immediate family member of the Owner by devise or inheritance (an "immediate family member" of an Owner, for purposes hereunder, shall be defined as the spouse, parent, grandparent, child, brother or sister of the Owner or the parent, grandparent, child, brother or sister of the Owner's spouse), iii) where title was conveyed to the Association through the foreclosure of the Association's lien or by deed in lieu of foreclosure to the Association, or iv) where title is conveyed to the Association for any other reason. There shall be no subletting of a Unit for any reason under any circumstances.

**Item 6:** ARTICLE X USE RESTRICTIONS. Section 12. Other Occupancy. Guests may be permitted to stay and reside in a Unit along with the Owner for no greater than thirty (30) days without approval of the Association. Guests are defined as any person other than the Owner of the Unit, the spouse of the Owner, a child of the Owner or the spouse of the Owner whether adult or minor, a parent of the Owner or a parent of the Owner's spouse, and/or a brother or sister of the Owner or spouse of the Owner. All other persons are considered guests. If such guest intends to occupy the Unit for more than seven (7) days where the Owner will not be residing in the Unit along with such guest then such guest must be approved as a prospective tenant in accordance with the rules, regulations, and procedures of the Association as involving prospective tenant applications and the Owner must advise the Association at least seven (7) days in advance of such guest occupying the Unit. If such guest intends to occupy the Unit for a period greater than thirty (30) days even if the Owner will be residing in the Unit during such period such guest must be approved as a prospective tenant in accordance with the rules, regulations, and procedures of the Association as involving prospective tenant applications. Within one week of such guest's vacating the Unit the Owner must advise the Association of the departure of any guest of whom must have been approved by the Association as set forth hereunder. Any guests who either need not be approved or were approved by the Association may use the facilities of the Association in accordance with the Declaration, Bylaws, and Rules and Regulations of the Association. At no time will AirBNB or other similar rental or other short term occupancy arrangements be permitted.

**Item 7:** ARTICLE III MEMBERSHIP IN THE ASSOCIATION Section 1. The Declarant and every Owner shall be members of the Association. Owners shall automatically become members upon receiving a deed to a Unit. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Unit. Ownership of such Unit shall be the sole qualification for membership of an Owner in the Association. Notwithstanding anything to the contrary, an Owner may not be the record owner of more than two (2) Units within the Association at any one time with the exception of an institutional mortgagee or the Association acquiring title to a Unit or Units by virtue of a judicial foreclosure sale or deed in lieu of foreclosure.

#### Section 2. Certificate of Approval.

(i) Sale/Purchases. If the proposed transaction is a sale, then within thirty (30) days after receipt of the required and/or requested notice, applicable documents, and information, fees and appearances (personal or phone interviews) the Association must either

approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate, or other such writing, executed by the president or a vice president and secretary or an assistant secretary of the Association in recordable form. The certificate may be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser. The Association may deny an application for approval of a sale, lease, transfer, gift or other conveyance or granting of any possessory interest in the home based upon the following:

(1) Any person(s) seeking approval (which shall specifically include all persons intending to own or occupy or use the Home) has/have been convicted, found guilty, or plead guilty or not to contendere (no contest) to any felony under the laws of any municipality, county, state, territory or country or any misdemeanor involving violence to persons or property, theft or the sale or distribution of drugs or other controlled substances or civil or criminal fraud, whether or not adjudication was withheld or a judgment of conviction was entered with respect to such criminal activity;

(2) The person(s) seeking approval (which shall specifically include all persons intending to own or use or occupy the Unit has/have a history of destructive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within this Association as an Owner, lessee, invitee, licensee or guest, or as evidenced by his or her conduct with respect to any other residential community or housing facility or was previously found in violation of the rules of the Association resulting in a fine and/or suspension of rights;

(3) Any person(s) seeking approval has/have poor credit or one or more bankruptcies within the last ten (10) years.

(4) Any person(s) takes possession of the Unit prior to being approved by the Association as provided for in this Declaration and/or fails to comply with any of the provisions of this or any other amendment, the Declaration, the Bylaws and/or the Rules and Regulations of the Association.

#### **Item 8:      ARTICLE IV                      VOTING RIGHTS**

Section 2. VOTE DISTRIBUTION. ~~Class A m~~Members shall be entitled to one (1) vote for each Unit.....If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such certificate signed by an appropriate officer of the corporation shall be filed with the Secretary of the Association at least twenty-four (24) hours before the time of the scheduled election.

#### **Item 9:      ARTICLE VI COVENANT FOR ASSESSMENTS.**

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Unit now or hereafter owned by it within the COUNTRY GREENS AT WESTCHESTER PROJECT, hereby covenants, and each Owner of any such Unit by acceptable of a deed there for, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for

Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments, all such assessments to be imposed and collected as hereinafter provided. ~~The obligation of Units for their respective assessments shall commence when the title to the Unit is sold and conveyed to the Unit Owner. Any new Owner/transferee of a Unit inherits and assumes the entire past due obligation involving any unpaid assessments as involving the Unit purchased. The prior Owner/transferor shall remain jointly and severally liable with the new Owner/transferee for the payment of all Assessments accruing prior to the date of transfer.~~

**Item 10:** ARTICLE VI COVENANT FOR ASSESSMENTS.

Section 3. ~~SPECIAL ASSESSMENTS.~~ The foregoing maintenance, repair or replacement within the Common Properties arising out of or caused by the willful or negligent act of any Owner, his family, guests or invitees shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Unit, unless proceeds of insurance are collected by the Association with respect thereto. The Association may, in addition, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents, or otherwise. Periodic repairs and maintenance of a building's roof and exterior painting of a building, the necessity of which has been determined by the Association, shall constitute a Special Assessment which shall be equally divided among all of the Owners of the Association not just those Owners within the particular building involved ~~the Units in the particular building involved.~~

**Item 11:** Intentionally Deleted.

**Item 12:** ARTICLE VI COVENANT FOR ASSESSMENTS.

Section 5. ~~NOTICE FOR ANY ACTION AUTHORIZED UNDER SECTION 4.~~ Written notice of any meeting called for the purpose of taking any action by the members authorized under Section 4 above shall be sent to all members in accordance with Florida law not less than ten (10) days, nor more than thirty (3) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirement. No such subsequent meeting shall be held more than ninety (90) sixty (60) days following the preceding scheduled meeting.

**Item 13:** ARTICLE VI COVENANT FOR ASSESSMENTS.

Section 9. ~~NOTICE CERTIFICATE OF THE ASSOCIATION AS TO THE STATUS OF ASSESMENTS.~~ ~~The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the Assessments against Unit is binding upon the Association as fo the date of its issuance.~~ The Association shall provide written notice as to the status of an Owner's account in form and containing only such information and detail as required by the laws of the State of Florida.

**Item 14: ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

**Section 1. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** A lien is hereby imposed upon each Unit to secure the payment of all Assessments now or hereafter imposed on the Unit by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest lawful rate then applicable. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required by the Board of Directors to pay a late charge equal to the amount of the unpaid Assessment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose a lien against the Unit or both. No Owner may waive or otherwise escape liability or the Assessments provided for herein by non-use of the Common Properties or abandonment of his Unit. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner. ~~and to each first Mortgagee holding a mortgage encumbering the Unit which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such a default must be cured, (4) that failure to secure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year, and (5) that the Association may foreclose a lien against the Unit for all sums then due and owing to the Association in accordance with the provisions of this Declaration. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all applicable Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and charges thereon in any manner authorized by law and this Declaration, by Lien Foreclosure in the manner provided for herein, or otherwise.~~

**Item 15: ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

**Section 2. CLAIM OF LIEN.** No claim of lien shall be valid, enforceable, or subject to foreclosure unless and until the notice, as provided for in Section 1 above, has been given to the Unit Owner and until at least thirty (30) days have expired following the recording of a claim of lien in the Public Records of Palm Beach County, Florida, against any delinquent owners, or as otherwise set forth in Florida law.

**Item 16: ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**



Section 3. COLLECTION EXPENSES. The Association's lien rights shall include interest on the unpaid Assessment at the highest lawful rate, late fees at the highest lawful rate, plus reasonable attorneys fees and expenses of collection.

**Item 17: ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

~~Section 6. CERTIFICATE ISSUED BY BOARD OF MANAGEMENT COMPANY AS TO A LIEN INDEBTEDNESS UPON A UNIT. A certificate executed and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith, such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).~~

**Item 18: ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

~~SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be a lien superior to all other liens save and except tax liens and the liens of any Institutional First Mortgagee recorded prior in time to the lien of the Association subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of such mortgage or deed in lieu thereof (if such mortgage was recorded prior to the recording of a Claim of Lien) shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve Unit from liability for any installments of Assessments thereafter becoming due or from the lien thereof, and provided that all amounts are not collected by reason of such foreclosure or deed in lieu thereof shall be deemed a Common Assessment and shall be collectible as such from all Units, including the Unit which is the subject of the foreclosure or deed in lieu.~~

**Item 19: ARTICLE VIII ARCHITECTURAL CONTROL**

Section 1. MEMBERS OF COMMITTEE. The Architectural Committee, sometimes referred to in this Declaration as the "Committee" shall consist of three (3) members. ~~The initial members of the Committee shall consist of persons designated by the Declarant.~~ Each of said person shall hold office until all Units planned for the COUNTRY GREENS AT WESTCHESTER PROJECT have been constructed and conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Declarant if it owns any Units, and if not by the Board of Directors; each member shall hold office until the latest of (a) such time as he has resigned or has been removed, or (b) one (1) year has elapsed since he took office or (c) until his successor has been appointed, as provided herein. Each Member of the Committee may be removed at any time without cause by the party who

appointed the Member. A member of the Board of Directors may serve on the Architectural Committee, Landscaping Committee or other similarly related committee.

**Item 20: ARTICLE VIII ARCHITECTURAL CONTROL**

**Section 2. REVIEW OF PROPOSED CONSTRUCTION.** Subject to Article X, Section 8 of this Declaration.....  
Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have sixty (60) ~~thirty (30)~~ days after delivery of all required materials to approve or reject any such plans, and if not rejected within such sixty (60) ~~thirty (30)~~ day period, said plans shall be deemed approved.....

**Item 21: ARTICLE VIII ARCHITECTURAL CONTROL**

**Section 7. NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Association nor the Committee nor any member thereof, nor its duly authorized Committee representative shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, ~~unless due to the misconduct or bad faith of a member, and only that member shall have any liability.~~ .....

**Item 22: ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 1. MAINTENANCE AND OBLIGATION OF OWNERS.** ~~Subject to the duty of the Association to provide for maintenance as provided for in this Declaration, it~~ shall be the duty of each Unit Owner in the COUNTRY GREES AT WESTCHESTER PROJECT, at his sole cost and expense, subject to provision of this Declaration regarding Architectural Committee approval, to maintain repair, replace and restore the Units as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition.....

.....  
In the event the Association does not elect to perform such maintenance, Unit Owners shall also be obligated to maintain their yards and lawns in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so, upon ten (10) days prior notice to the Unit Owner, any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the ~~negligent~~ Unit Owner and his Unit. Furthermore, the Association shall have all other rights and remedies permitted by Florida law to enforce the obligations set forth herein including without limitation remedies of injunctive relief by filing an action in a court of competent jurisdiction seeking a court order compelling the Owner to comply with his/her obligations along with an award of all attorneys fees and costs incurred whether pre-litigation, during or in the course of such litigation, as well as any and all attorneys fees and costs as involving appellate and/or collection related efforts.

Notwithstanding anything to the contrary in Section 2 of this Article, or any other part of the Declaration, or any amendments thereto, any leaks or damages to the roof caused by solar tubes, sky lights, solar panels, or satellite dishes installed by an Owner, a previous owner, or by a

third party on behalf of an Owner or previous Owner are solely the responsibility of the Owner and Owner shall be obligated to indemnify and hold Association harmless for any such damage, liability or harm. Such obligation extends to any improvements or infrastructure incidental and/or related to such solar tubes, sky lights, solar panels, or satellite dishes installed by an Owner, a previous owner, or by a third party on behalf of an Owner or any such previous Owner.

**Item 23: ARTICLE X USE RESTRICTIONS**

All real property comprising the COUNTRY GREENS AT WESTCHESTER PROJECT shall be held, used and enjoyed subject to the following limitations and restrictions as set forth in the Declaration and all amendments thereto as well as any and all Rules and Regulations adopted by the Association, subject to the exemption of Declarant in Section 10 hereof.

**Item 24: ARTICLE X USE RESTRICTIONS**

Section 1. NUISANCES. No noxious or offensive activity shall be carried on in any buildings, improvements, Unit Property or Common Properties located in the COUNTRY GREENS AT WESTCHESTER PROJECT, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such buildings, improvements, Unit Property or on the Common Properties, and the Board of Directors shall have the right to determine in accordance with the Declaration, any amendments thereto, the By-Laws, and/or any Rules or Regulations promulgated by the Association if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such buildings, improvements, Unit Property or Common Properties, or be exposed to the view of other Owners, without the prior written approval of the Architectural Committee. There shall be absolutely no swimming, boating or fishing or any other similar activities within any lake within the Association.

**Item 25: ARTICLE X USE RESTRICTIONS**

Section 3. PARKING AND VEHICULAR RESTRICTIONS

[entire previous section deleted and replaced as stated below]

Vehicles and Boats. Only non-commercial automobiles, vans, non-commercial and pick-up trucks and other vehicles manufactured and used as private passenger vehicles, may be parked on or within the Unit Owner Property or Common Properties over night without the prior written consent of the association unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Association, no vehicle containing commercial lettering, signs or equipment including without limitation toolboxes and racks, recreational vehicles, campers, trailers (including boat trailers), or any vehicle commercial or otherwise in excess of 5000 lbs., and no boat, may be parked or stored outside of a unit overnight

defined as 10:00 pm to 6:00 a.m. Notwithstanding anything to the contrary, no vehicles of any sort may be parked on the street from 1:00 a.m. to 6:00 a.m. No vehicles bearing a "For Sale" sign shall be parked within the public view anywhere on the Unit Owner Property or Common Properties. Notwithstanding forgoing, automobiles owned by government law enforcement agencies are expressly permitted. All vehicles must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Unit Owner Property or Common Properties outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Unit Owner Property or Common Properties. No motorcycle, motorbike, moped, go-ped, all-terrain vehicle, or other such vehicle is permitted to be operated unless such vehicle is licensed for street use as required by law and equipped with appropriate noise muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the Association and if the Association determines the operation of any such vehicle creates an unreasonable annoyance to the residents then after written demand from the Association the vehicle shall not be operated within the Unit Owner Property or Common Properties. No multi-level auto carriers are permitted on the Common Property or Unit Owner Property at any time. All vehicles are to be properly insured and proof of such insurance is to be provided to the Association upon written request by the Association. No parking shall be permitted from 10:00 p.m. to 6:00 a.m. in the Clubhouse parking area without the express written permission of the Association or other written evidence of Association approval such as a legitimately issued parking pass. Subject to applicable laws, any vehicle parked in violation of these restrictions and the Declaration may be towed by the Association at the owner's expense, any time after 24 hours after the Association has placed a notice of violation on the vehicle.

**Item 26: ARTICLE X      USE RESTRICTIONS**

Section 4.      ANIMAL RESTRICTION. No animals, primates, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the COUNTRY GREENS AT WESTCHESTER PROJECT. No dog, cat or other pet may run loose (unleashed) on the COUNTRY GREENS AT WESTCHESTER PROJECT, and such pets may be walked only in the yard appurtenant to each townhome Unit and not on the Common Properties unless the Board appropriates a portion of same for this purpose in the future. All owners of pets shall be responsible for cleaning up any excretions of their pets. Pets shall be limited to one (1) dog per Unit, and such pet shall not weigh more than twenty-five (25) pounds and one inside pet may be kept in each Unit. All pets must be properly cared for by the Owner and not weigh more than twenty-five (25) pounds. The Association will consider exceptions to the restrictions contained herein for "support" or "comfort" dogs provided proper documentation from a licensed physician is presented to the Association in accordance with federal and state laws.

**Item 27: ARTICLE X      USE RESTRICTIONS**

Section 10.      AGE OF RESIDENTS.      THE COUNTRY GREENS AT WESTCHESTER PROJECT is an adult community and all permanent residents of the Project must be at least 16 years of age, notwithstanding the above, children under the age of 16 eighteen (18) shall be permitted to visit the Owners of Units provided that the no more than a total of sixty

(60) days in any calendar year. Notwithstanding anything to the contrary as stated herein, the age requirement for Owners of Units and occupants shall be in strict conformance with those rules and regulations promulgated by the State of Florida for an "age 55 and older community."

**Item 28: ARTICLE XI DAMAGE OR DESTRUCTION TO COMMON PROPERTIES OR UNITS**

~~(c) If the insurance proceeds are insufficient by more than Twenty Thousand Dollars (\$20,000.00) to effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruction Assessments against all Unit; (2) to rebuild and restore in a way which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval as provided in Article VI, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Units.~~

**Item 29: ARTICLE XII INSURANCE/COMMON PROPERTIES AND UNITS.**

Section 4. **LIABILITY AND OTHER INSURANCE.** The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased at its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. Notwithstanding anything to the contrary as set forth in this Declaration, the Board of Directors and its members shall be afforded the highest level of insulation of liability and protections as involving any decisions or judgments made by them as involving the Association, its business and/or the use of the Association's financial or other resources in accordance with the business judgment rule or other such protections afforded to members of Boards of Directors for homeowners associations within the State of Florida.

**Item 30: ARTICLE XIII MORTGAGEE PRIVILEGES**

Section 2. **SALE, LEASE OR MORTGAGE OF UNITS.** An Institutional First Mortgagee holding a mortgage on a townhome or Unit who becomes an owner of that townhome or Unit

through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgagee or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said townhome or Unit and/or to mortgage said townhome or Unit. Notwithstanding anything to the contrary, all Institutional First Mortgagees, or other mortgagees who become an owner of that townhome or Unit through foreclosure or by deed in lieu of foreclosure is bound by the terms of this Declaration, the Bylaws and any and all Rules and Regulations promulgated by the Association including without limitation the right to sell, lease, or otherwise transfer said townhome or Unit.

**Item 31: ARTICLE XIII MORTGAGEE PRIVILEGES**

Section 3. **PRIORITY.** The lien of an Institutional Mortgagee shall have the priority over the Association's lien for Assessments provided and only in the circumstance that the lien and/or mortgage of an Institutional Mortgagee is recorded prior in time to the Association's lien for Assessments with the public records of Palm Beach County, Florida.

**Item 32: ARTICLE XIII MORTGAGEE PRIVILEGES**

Section 4. ~~MORTGAGEE'S OPTION.~~ Institutional First Mortgagees may pay any charges which are in default and which may or have become a charge against any Association Property or townhome and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Association Property or townhome. An Institutional First Mortgage making such payment shall be entitled to an immediate reimbursement therefore from the Association, and to the extent of the monies so advanced, said Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Unit Owners for the payment of such item of Common Expense.

**Item 33: ARTICLE XIII MORTGAGEE PRIVILEGES**

Section 6. ~~DECLARANT'S EXEMPTION.~~ Any provision of this Declaration granting exemptions to the Declarant from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee who becomes either the successor in title to the Declarant or acquires title to all or any unsold Units by way of foreclosure, deed in lieu of thereof, or otherwise.

**Item 34: ARTICLE XV GENERAL PROVISIONS**

Section 3. **TERM.** ~~Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, Palm Beach County and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the Owners of eighty (80%) percent of the Units and their mortgagees and the County of Palm Beach, has been recorded revoking said covenants. PROVISIO: If at any time during the term of this~~

~~agreement, the Common Properties are not properly maintained, Palm Beach County can compel a conveyance of the title so same by the Association. The term of this Declaration, the Bylaws and any amendments related thereto shall be governed by Florida's Marketable Record Title Act in the form and manner then in existence.~~

~~Item 35:~~ Intentionally deleted.

~~Item 36:~~ ARTICLE XVI FINES

~~Section 3:~~ FINES. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

- (a) Notice. The Board of Directors shall notify the Unit Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board of Directors, at which time the Unit Owner shall present reasons why penalties should not be imposed. At least six (6) days written notice of such meeting shall be given.
- (b) Hearing. The facts of non-compliance or violation shall be presented to the Board of Directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Unit Owner not later than ten (10) days after the hearing.
- (c) Penalties. The Board of Directors may impose a special assessment or assessments against the Unit owned by the Unit Owner as follows:
  - (1) First non-compliance or violation: a fine of not in excess of Twenty-five Dollars (\$25.00).
  - (2) Second non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).
  - (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Hundred Dollars (\$100.00).
- (d) Payment of Penalties. Fines shall be paid not later than five (5) days after Notice of the imposition of same.
- (e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for collection of Assessments as set forth in Article VII.

- (f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.
- (g) Notwithstanding anything to the contrary, to the extent the procedures set forth herein shall conflict with or not be in conformance with Florida law, the provision, rules, and procedures for fine and/or violation related matters, including without limitation fine committee criteria, authority to impose fines or other penalties, and notices of hearings for fine /violation committee and/or Board of Director related hearings adjudicating the existence of a violation and/or the imposition of fines and/or other penalties for a Unit Owner's violations shall be done in strict conformance with Florida law as it exists at the time of the matter is heard by the Association's Board of Directors and/or fine/violations committee. Notwithstanding anything contained in this Article, the amount of the fine imposed for a Unit Owner's violation can be the highest amount permitted pursuant to Florida law.

### Item 37: ARTICLE XVIII PARTY WALLS

~~Section 7. ARBITRATION. In the event of any dispute arising concerning a party wall or under the provisions of this Article generally, each party shall choose one arbiter, those arbiters shall choose one additional arbiter, and the decision of a majority of the three arbiters thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Association (or its successors in function) then obtaining. Any decision made pursuant to this Section 7 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.~~

### Bylaws

### Item 38: ARTICLE III MEMBERS AND MEMBERSHIP MEETINGS

3.3 Vote. The Owners of each Unit shall be entitled to one combined vote at the members' meetings. The vote for each Unit owned by two or more persons shall be cast by one of its owners who has been designated as the "Voting Member" in a signed certificate filed with the Association turned over to the Association at least twenty-four (24) hours in advance of any scheduled membership vote. If a Unit is owned by a corporation or other type of entity, the entity shall designate one of its officers, directors, shareholders partners or other person appropriate to that type of entity as the Voting Member. If a husband and wife own a Unit, no Voting Member need be designated and either spouse may cast that Unit's vote. No voting Member may vote during any period in which the assessment for his Unit is past due or during any period during which the owners of his Unit are in violation of any Association rules and regulations.



**Item 39:** ARTICLE III MEMBERS AND MEMBERSHIP MEETINGS

3.6 Notice and Place of Meeting. Notice of all member meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each member at his address as it appears on the books of the Association.

Notice shall be sent by regular mail or shall be delivered by hand in accordance with Florida law at least 10 days prior to the date the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the person who mailed or delivered it. Notice of the meeting may be waived before, during or after meetings by the signing of a waiver.

3.7 Quorum. A quorum at a members' meeting shall be thirty percent (30%) ~~a majority~~ of the Voting Members whether present in person or in proxy. In the event a quorum is not present at a meeting, then a majority of the Voting Members who are present may either:

(i) ~~Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting thirty percent (30%) thirty-three and one-third percent (33 1/3%) of the voting members shall constitute a quorum (and if a quorum is not present, then those members in attendance may again reschedule the meeting to a time which is not later than seven (7) days from the first rescheduled meeting, and thirty percent (30%) ten percent (10%) of the Voting Members shall then constitute a quorum); or~~

**Item 40:** ARTICLE IV DIRECTORS

4.1 Number. The first Board of Directors shall consist of seven ~~three~~ persons. The number of Directors may be increased from time to time by an amendment to these By-Laws, but in no event shall there be less than five ~~three~~ directors.

4.2 Members. All Directors elected by the members must be members of the Association. The foregoing shall not be applicable to Directors elected during the periods of time that the Developer is in control of the Association.

4.3 Election. Election of the Board of Directors shall be as follows:

(a) .....

(b) .....

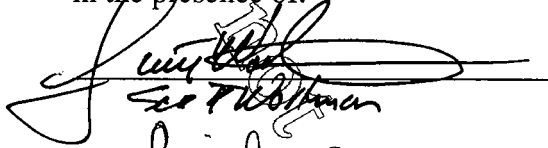
(c) Vacancies caused by death, resignation, incapacity or removal of a Director may ~~shall~~ be filled by the remaining Directors who may ~~shall~~ appoint a substitution to serve until the election and qualification of successors at the next annual members' meeting. Nothing contained herein shall be deemed to require the Board of Directors to replace by appointment a member who is no longer serving as a member of the Board of Directors due to death, resignation, incapacity or removal except in those situations where the Board of Directors would be left with less than five (5) members as a result of such member of no longer serving as a member of the Board of Directors due to death, resignation, incapacity or removal. However, as long as the Developer has elected a Director, the Developer shall fill any vacancy in the Board.

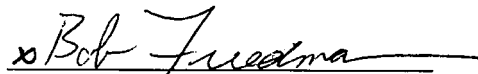
[signatures, witnesses and notary on following page]

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and the Second Amendment to the Bylaws to be duly executed and its corporate seal to be hereunto affixed this 29<sup>th</sup> day May, 2018.

Country Greens at Westchester Homeowners Association, Inc., a Florida not for profit corporation

Signed, Sealed & Delivered  
in the presence of:

  
\_\_\_\_\_  
Lisa Rosen

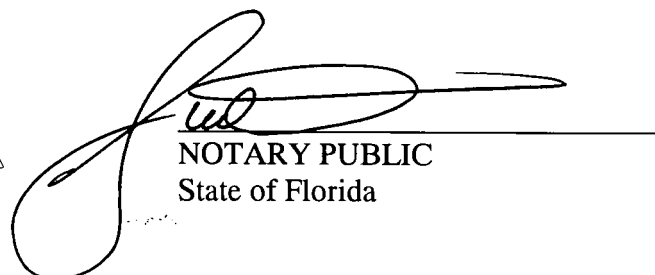
By:   
Bob Freedman, President

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PALM BEACH )

The foregoing Fourth Amendment to the Declaration of Covenants, Restrictions and Easements and Second Amendment to the Bylaws of Country Greens at Westchester Homeowners Association, Inc. was acknowledged before me this day of May 29, 2018 by Bob Freedman as President of Country Greens at Westchester Homeowners Association, Inc.

My Commission Expires:



  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida